

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 02-076**

The City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

### **CLEANING SERVICES FOR STAR-TRAN OFFICE AND SHOP FACILITIES**

#### **MEETING OR EXCEEDING THE CITY OF LINCOLN SPECIFICATIONS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, April 3, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex SW Wing, located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Bid/Conference Room located on the Ground Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

# BID REQUEST SPECIFICATION #02-076

## CLEANING SERVICE FOR STAR-TRAN

BIDS DUE: 12:00 NOON  
DATE: Wednesday, April 3, 2002

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of The City of Lincoln for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

1. Contractor's price proposal to provide cleaning services as specified for the period beginning:

- 1.1 Annual Bid (June 1, 2002 through May 31, 2003)

TOTAL ANNUAL LUMP SUM OFFER: \$ \_\_\_\_\_

CONTRACTOR TO BE PAID MONTHLY  
IN TWELVE EQUAL INSTALLMENTS OF: \$ \_\_\_\_\_ /mo.

NOTE: total of these monthly installments times 12 should equal the "Lump Sum Offer listed above.

2. List three commercial references below:

- 2.1 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Approx. Annual Contract Value: \$ \_\_\_\_\_ # of sq. ft. cleaned: \_\_\_\_\_

How long have you had this account/customer: \_\_\_\_\_

2.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Approx. Annual Contract Value: \$\_\_\_\_\_ # of sq. ft. cleaned: \_\_\_\_\_  
How long have you had this account/customer: \_\_\_\_\_

2.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Approx. Annual Contract Value: \$\_\_\_\_\_ # of sq. ft. cleaned: \_\_\_\_\_  
How long have you had this account/customer: \_\_\_\_\_

2.4 List any contracts (either past or present) you have held with the City or County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. COMPANY BACKGROUND:

- 3.1 How long has your firm been performing commercial cleaning services?
- 3.2 How many full time employees does your firm have (working at least 36 hours/week)?

3.3 How many part time employees does your firm have?

3.4 Detail your arrival and departure schedule from our facility (indicating an estimate of daily, weekly and (if appropriate) any annual hours?

3.5 Detail your process for resolution of complaints or customer concerns?

4. The City intends to enter into a contract agreement with the successful bidder for a One (1) year period with the option to renew for two (2) additional One (1) year periods. All pricing must remain firm for the first full twelve month period of the contract.

Do you agree?        \_\_\_ YES    \_\_\_ NO \_\_\_\_\_

4.1 After the first 12 month period, prices may be adjusted only once annually based on current inflation and actual expenses generated from the service. The City must receive a 90 day notice, in writing of any increase in price.

Do you agree?        \_\_\_ YES    \_\_\_ NO \_\_\_\_\_

5. The City is also interested in an option to renew for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract). All terms and conditions of the renewal period will be identical to the original contract period, unless mutually agreed upon via standard contract addendum process.

Will you consider the renewal offer, if extended by the City?   \_\_\_ YES    \_\_\_ NO

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**NOTE: RETURN 2 COMPLETE COPY OF BID OFFER AND SUPPORTING MATERIAL  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 02-076**

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The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE                      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE NO.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**FAX NO.**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, INCLUDE WITH YOUR BID A STAMPED SELF ADDRESSED ENVELOPE.

## CLEANING SPECIFICATIONS AND STANDARDS - WORKSHEET

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY  BID AMT:	ANNUAL OFFICE	ANNUAL SHOP	TOTAL
1.	<p>PLUMBING FIXTURES AND DISPENSER CLEANING: Shall be free of all deposits and stains so that the item is left without cleaning streaks, film, odor, or stains.</p> <p>AREA INVOLVED: All restrooms, toilets, sinks, showers and drinking fountains</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
2.	<p>SWEEPING: Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Corner and edges shall also be clean.</p> <p>AREA INVOLVED: All hard surface floors including entry ways</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
3.	<p>TRASH REMOVAL: All waste receptacles shall be emptied and the contents shall be disposed of in the proper designated container provided by the City. All used trash liners are to be replaced as needed.</p> <p>AREA INVOLVED: All waste receptacles including those located in the backroom, patio, front door and cigarette receptacles</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
4.	<p>VACUUM: Properly vacuumed floor is free of all dirt, dust, grit, lint and debris. Corners and edges shall also be cleaned.</p> <p>AREA INVOLVED: All carpeted surfaces and provided entrance mats</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
5.	<p>METAL CLEANING: All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is to be removed from adjacent surfaces.</p> <p>AREA INVOLVED: All restroom and sink fixtures</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
6.	<p>SPOT CLEANING: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.</p> <p>AREA INVOLVED: Any soiled area</p> <p>FREQUENCY: As needed</p>	\$_____	\$_____	\$_____
7.	<p>ENTRY WINDOW CLEANING: Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.</p> <p>AREA INVOLVED: All glass and mirrors</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____
8.	<p>DUSTING: A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs.</p> <p>AREA INVOLVED: All horizontal surfaces including all <b>horizontal blinds</b></p> <p>FREQUENCY: Weekly</p>	\$_____	\$_____	\$_____
9.	<p>DAMP MOPPING: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.</p> <p>AREA INVOLVED: All hard surface floors, including entry ways</p> <p>FREQUENCY: Daily</p>	\$_____	\$_____	\$_____

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY  BID AMT:	ANNUAL OFFICE	ANNUAL SHOP	TOTAL
10	<p>SCRUBBING: Scrubbing is satisfactorily performed when all surfaces are with out imbedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has uniformly clean appearance</p> <p>AREA INVOLVED: All hard surface floors</p> <p>FREQUENCY <b>OFFICE</b> - At least once a month, more if conditions require</p> <p><b>SHOP</b> - At least <u>twice</u> a month, more if conditions require</p>	\$_____	\$_____	\$_____
11	<p>BUFFING OR FINISHED FLOOR SURFACES: All finished floors will be buffed for maximum gloss, removal of surface dirt, and a uniform appearance.</p> <p>AREA INVOLVED: All finished hard surface floors</p> <p>FREQUENCY: At least monthly, more frequently if conditions warrant</p>	\$_____	\$_____	\$_____
12	<p>CARPET CLEANING: <b>OFFICE ONLY:</b> Periodic cleaning of carpets, shall be accomplished by steam cleaning or other methods in use.</p> <p>AREA INVOLVED: All carpet floor surfaces</p> <p>FREQUENCY: At least twice annually, spot cleaning as necessary</p>	\$_____	\$_____	\$_____
13	<p>LIGHT FIXTURE/VENT CLEANING: Fixtures/vents shall be washed free of dirt and dust streaks, lint and cobwebs.</p> <p>AREA INVOLVED: All light fixtures and ceiling vents</p> <p>FREQUENCY: At least once annually</p>	\$_____	\$_____	\$_____
14	<p>VACUUM/CLEANING OF BLINDS: Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs. Spot clean any fabric blinds as necessary.</p> <p>AREA INVOLVED: All vertical blinds</p> <p>FREQUENCY: At least once annually</p>	\$_____	\$_____	\$_____
15	<p>FLOOR FINISH REMOVAL: Finish removal is accomplished when surfaces have all finish removed to the flooring material, are free of dirt, stains, deposits, debris, cleaning solution, standing water and floor has uniform appearance when dry. Plain water rinse and pickup must follow finish removal immediately.</p> <p>AREA INVOLVED: All appropriate hard surface floors</p> <p>FREQUENCY: At least once every five (5) years, more frequently if conditions warrant</p> <p>NOTE: Assess condition at time of site visit to indicate necessity of this service.</p>	\$_____	\$_____	\$_____
16	<p>FLOOR FINISHING: Undertaken by powered machines. Finishing and sealing includes: 1) proper cleaning &amp; preparation of surface including removal of residue/ previous washings, 2) proper rinsing of floors to remove all soap residue, 3) application of a minimum of three coats of floor finish on scrubbed floor and five coats on stripped floors.</p> <p>AREA INVOLVED: All appropriate hard surface floors</p> <p>FREQUENCY: At least once every five (5) years, more frequently if conditions warrant</p> <p>NOTE: Floors must be finished in accordance with manufacturers recommended standards using a UL listed slip resistant floor finish. Assess condition at site visit.</p>	\$_____	\$_____	\$_____
17	<p>EXTERIOR WINDOW CLEANING: All exterior windows to be cleaned inside and out.</p> <p>AREA INVOLVED: All glass surfaces and windows.</p> <p>FREQUENCY: Twice annually, once in the fall and spring</p>	\$_____	\$_____	\$_____

	DESCRIPTION OF TASK AND EXPECTED FREQUENCY  BID AMT:	ANNUAL OFFICE	ANNUAL SHOP	TOTAL
18	INTERIOR WINDOW CLEANING: All interior windows into offices interior office doors w/windows AREA INVOLVED: All interior windows into offices plus all interior doors with windows FREQUENCY: Once a week	\$_____	\$_____	\$_____
19	BATHROOM TILE: Wiping down the tile in the bathrooms AREA INVOLVED: All bathrooms FREQUENCY: As needed	\$_____	\$_____	\$_____
20	WASHING WALLS: Spot cleaning all painted walls as necessary AREA INVOLVED: Hallways, offices and bathrooms FREQUENCY: As needed	\$_____	\$_____	\$_____
	SERVICES WORKSHEET TOTALS:	\$_____	\$_____	\$_____

**GRAND TOTAL FOR ALL ANNUAL SERVICES LISTED: \$\_\_\_\_\_**

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### 1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### 2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### 3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### 4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.

- 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### 5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### 6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. LAWS**

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2001, by and between \_\_\_\_\_ hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

\_\_\_\_\_ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be \_\_\_\_\_.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- \*5. The City of Lincoln Standard Specifications for Municipal Construction
  - a. General Conditions
  - b. General Specifications
  - c. Construction & Materials Specifications
- \*\* 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

\* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

\*\* The following is an enumeration of the Plans, which are entitled:

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

### EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Executive or No. \_\_\_\_\_  
dated \_\_\_\_\_

### EXECUTION BY CONTRACTOR

IF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

#### A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

##### Construction Performance Bond

##### Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

#### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

## CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

SURETY (Name and Principal  
Place of Business):

Owner (Name and Address):

City of Lincoln

555 South 10th St.

Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

SURETY (Name and Principal Place  
Of Business):

Owner (Name and Address):

City of Lincoln  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
  2. With respect to the Owner, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. The Surety shall have no obligation to Claimants under this Bond until:
    - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
    - 4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
  5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2 Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
  14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  15. DEFINITIONS
    - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
    - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)

AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

# **SPECIFICATIONS for CLEANING SERVICES FOR THE STAR-TRAN OFFICE AND SHOP FACILITIES**

## ***GENERAL INFORMATION***

1. SCOPE OF THE PROJECT: Star Tran here, in after referred to as the City; desires bids from interested firms, here in after referred to as contractor(s), to provide cleaning services for the Star Tran Office building and shop.
  - 1.1 The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to the satisfaction of the **Shop Supervisor**
  - 1.2 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
  - 1.3 The first sixty (60) days of the contract period shall be a probationary period.
2. SITE VISIT: A site visit should be arranged by all interested bidders by contacting the Star Tran Office located at: 710 "J" Street, Lincoln. To arrange the site inspection contact:

*Glenn Knust at 441-8317*

  - 2.1 All interested contractors must visit the site to insure their proposal response is inclusive of all work to be performed.
  - 2.2 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.
3. CONTRACTOR INSURANCE/BOND REQUIREMENTS: The successful contractor shall furnish to the City certificate(s) of insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days.
  - 3.1 Coverage shall remain in effect for the duration of the agreement, and the insuring company must agree to add the City of Lincoln as an additional insured, and notify them with 30 days written notice of cancellation, non-renewal, or material change in coverage.
  - 3.2 Also within that time period the successful bidder must:
    - 3.2.1 Furnish contract performance bond in a sum equal to two (2) monthly charges
4. NO USE OF TOBACCO PRODUCTS: The City does not allow smoking or the use of any tobacco products within it's facilities and on any property surrounding it's facilities.
  - 4.1 This ban applies to contractors and sub-contractors and their employees.
5. NO ALCOHOLIC BEVERAGES/ILLICIT DRUGS: The use or possession of alcoholic beverages or illicit drugs will not be permitted on the City's property.
  - 5.1 Any contract employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.

5.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.

6. QUALIFICATIONS OF THE BIDDER: The City may investigate as deemed necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the City all such information and data for this purpose.

6.1 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the bidder is qualified to carry out the obligations of the contract and to complete the work specified herein.

6.2 The City may require a verbal interview with one, some or all of the interested bidders.

6.3 No bidder will be considered who is not at the present time actively engaged in the performance of Contract Cleaning Services and who cannot clearly demonstrate to the satisfaction of the City his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.

6.4 Bidder shall provide at least three references for other customers or firms who have similar needs to the City.

6.4.1 References will be checked as well as any City/County Department/Agency currently using the Bidder's services.

6.4.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this project.

7. TERMINATION of CONTRACT

7.1 During Probationary period:

7.1.1 The City reserves the right to terminate the contract at any time during the probationary period without cause, upon ten (10) days written notice.

7.2 For lack of appropriations:

7.2.1 The City may terminate the contract as of August 31<sup>st</sup> of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.

7.2.2 The City will give the contractor fifteen (15) days written notice of termination for lack of appropriated funds.

7.3 For cause:

7.3.1 The City may terminate the Contract with a thirty (30) day written notice if the Contractor:

7.3.2 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Cleaning Services as requested.

7.3.3 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.

7.3.4 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.

7.3.5 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.

- 7.3.6 Otherwise commits a substantial breach of any provision of the Contract Document.
  - 7.3.7 If the Janitorial services are found not to be in compliance with the terms and conditions of the Specification Document and accepted proposal, the City Agent shall notify the contractor of the complaint and non-compliance.
  - 7.3.8 The contractor shall be give twenty-four (24) hours to correct the cause of the complaint.
  - 7.3.9 If the city registers three(3) such complaints of non-compliance within any thirty (30) calendar day period, the city may cancel the contract for cause.
8. PROVIDED BY THE CITY: Materials provided by the City shall include: all restroom dispensers (paper, toilet tissue, etc.); all consumable paper products; entrance mats and runners; and waste paper baskets and plastic liners. A reasonable supply of: lighting, power, gas, and water for use in the cleaning of the facility.
9. PROVIDED BY THE CONTRACTOR: All cleaning supplies (including: soaps, waxes, disinfectants, etc.), equipment (machines, buckets, mops, etc.), supplies (chemicals, applicators, rags, etc.) and labor to provide complete cleaning services as outlined in these specifications.
10. COMMUNICATION AND SUPERVISION: The contractor shall assign as supervisor or person of authority to coordinate all work performed for the City.
- 10.1 Contractor's supervisor shall conduct a daily inspection of the premises to insure compliance with the required work.
  - 10.2 Contractor's supervisor shall confer at least once a month with the City's representative to insure that the work requested has been performed to the City's satisfaction.
    - 10.2.1 Cities Representative is Glenn Knust and he can be reached at 441-8317.
  - 10.3 The work outlined in these specifications shall not begin prior to 4:00 p.m. Monday through Friday except for holidays (will be provided to the successful contractor (10 total days), and shall be completed prior to 7:00 a.m. Monday through Friday.
  - 10.4 The City shall issue keys to the facility to the successful contractor. The contractor must be bonded and shall be held strictly responsible for the keys issued.
    - 10.4.1 No keys shall be duplicated.
    - 10.4.2 In the event any key used by the contractor is lost, the contractor shall be responsible for the re-keying of the facility as directed by the City.
    - 10.4.3 The contractor shall be held solely responsible for the security of the facility while on the premises and is also responsible for leaving the facility secure after performance of the cleaning service.

11. APPROXIMATE SPACE: We estimate the square footage of cleaning space to be as follows:

11.1 In General 9357 square feet of floor space As follows: approx.

11.1.1 Carpeted Surfaces

Reception	361 sq feet
Hallways & Corridors	621 sq feet
General Offices	1,557 sq feet
Office #1	234 sq feet
Office #2	234 sq feet
Office #3	234 sq feet
Office #4	378 sq feet
Conference Room	336 sq feet
Wellness Room	336 sq feet
Meeting Room	1,260 sq feet
H/V Dispatch Office	192 sq feet
Dispatch Office	<u>244 sq feet</u>

Total Carpeted Surfaces approx. 6,108 sq feet

11.1.2 Tiled Surfaces

Stairway with two (2) landings	24 sq feet
Driver ready Room	264 sq feet
Elevator	25 sq feet
Driver Lounge	327 sq feet
Maintenance Lounge	286 sq feet
First Floor Main Entrance & inner foyers incl. elev. area	195 sq feet
First Floor Restroom	20 sq feet
Restroom-General Office	25 sq feet
Hallway	198 sq feet
Men's Restroom Dispatch	165 sq feet
Women's Restroom Dispatch	165 sq feet
Women's Locker Room	231 sq feet
Men's Locker Room	1,294 sq feet
Maintenance Supt Office	106 sq feet
Parts Room Isles	<u>1,030 sq feet</u>

Total Tiled Surfaces 4,745 sq feet

12. INDEPENDENT CONTRACTOR: It is understood by submission of this offer, the Bidder is an independent contractor and not an employee of the City for all purposes, including: wages, taxes, withholdings, benefits, employees relations, etc.

13. INDEPENDENT PRICE DETERMINATION: By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.
14. INDEMNIFICATION: The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 14.1 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14. shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.